# O'MELVENY & MYERS LLP

October 21, 2003

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

**RECEIVED**

**OCT 2 1 2003**

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

OUR FILE NUMBER
892,050-215

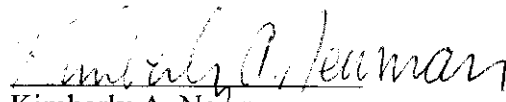WRITER'S DIRECT DIAL
(202) 383-5382

WRITER'S E-MAIL ADDRESS
knewman@omm.com

Re:     _WC Docket No. 02-359_

Dear Ms. Dortch:

Enclosed for filing in the above-captioned proceeding are an original and four copies of the Revised JDPL filed on behalf of Verizon Virginia Inc and Cavalier Telephone LLC. In addition, we are enclosing eight copies for the arbitrator. Thank you

Sincerely,

Kimberly A. Newman
of O'Melveny & Myers LLP

cc: Stephen T. Perkins
Martin W. Clift, Jr.
Richard U. Stubbs
Ms. Terri Natoli
Mr. Jeremy Miller
Mr. Brad Koerner
Mr. Marcus Maher
Mr. Richard Lerner
Mr. John Adams
Ms. Margaret Dailey

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October 21, 2003

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

WRITER'S DIRECT DIAL
(202) 383-5382

Terri Natoli
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

WRITER'S E-MAIL ADDRESS
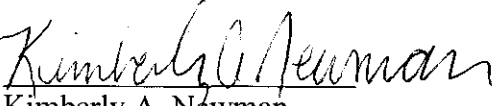knewman@omm.com

Re:     *WC Docket No. 02-359*

Dear Terri,

Attached please find both a clean and a redlined version of the JDPL showing, as you requested, the changes that Verizon made to its contract proposals from the time it filed its Answer on September 5, 2003 until the day before the hearing. Attached to the back of the JDPL are also excerpts from each party's Exhibit A, which reflect the parties' respective proposed changes to that portion of the interconnection agreement. As you can see from the attached emails below, Cavalier is now objecting to the inclusion of any new contract proposals made after September 5, 2003. Accordingly, Cavalier has not redlined its proposals and relies, instead, on the language that it initially proposed on August 1 with any revisions received by Verizon before September 5.

Cavalier's objection to any contract language proposed after September 5, 2003 but before the beginning of the hearings is without merit. As the Bureau noted in the Virginia arbitration, a contract proposal that is more favorable to an opposing party than an initial proposal and to which an opposing party has "ample opportunity, during the initial and reply briefs, to respond to any changes" is admissible. *Virginia Arbitration Order* at 15. Every change that Verizon proposes in the attached revised JDPL was made in advance of the hearing and reflects a compromise by Verizon to try to resolve issues. Not only will Cavalier have ample opportunity to address Verizon's new proposals in its post-hearing briefs, Cavalier in every instance had the opportunity to cross examine Verizon's witnesses on these contract proposals. In several instances, Cavalier also had the opportunity to submit written testimony in response to Verizon's latest contract proposals. In fact, as the Bureau has already noted, some of Verizon's and Cavalier's revised contract proposals were included in the first and second JDPLs -- without objection from either side.

For these reasons, Cavalier's objection to contract proposals made after September 5, 2003 should be overruled.

Finally, please note that Verizon has included in the JDPL its proposed language for Section 11.7.6 in order to preserve its rights with respect to this issue. Verizon understands that the Bureau has ruled to exclude this particular contract proposal.

Sincerely,

Kimberly A. Newman
of O'Melveny & Myers LLP

cc:  Stephen T. Perkins
    Martin W. Clift, Jr.
    Richard U. Stubbs
    Ms. Terri Natoli
    Mr. Jeremy Miller
    Mr. Brad Koerner
    Mr. Marcus Maher
    Mr. Richard Lerner
    Mr. John Adams
    Ms. Margaret Dailey

Before The
**FEDERAL COMMUNICATIONS COMMISSION**
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

| | |
|---|---|
| In the Matter of | ) |
| | ) |
| Petition of Cavalier Telephone, LLC | ) |
| Pursuant to Section 252(e)(5) of the | ) |
| Communications Act for Preemption | ) |
| of the Jurisdiction of the Virginia State | ) |
| Corporation Commission Regarding | ) |
| Interconnection Disputes with Verizon | ) |
| Virginia, Inc. and for Arbitration | ) |

WC Docket No. 02-359

## CERTIFICATE OF SERVICE

I certify that on the 21st day of October, 2003, the Revised Joint Decision Point List in the above-captioned proceeding was served on the following parties:

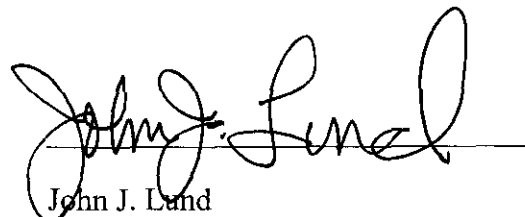### Via Overnight Delivery and Electronic Mail:

Stephen T. Perkins
Cavalier Telephone, LLC
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sperkins@cavtel.com

Martin W. Clift, Jr.
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### Via Electronic Mail:

Ms. Terri Natoli (tnatoli@fcc.gov)
Mr. Jeremy Miller (jeremy.miller@fcc.gov)
Mr. Brad Koerner (bkoerner@fcc.gov)
Mr. Marcus Maher (marcus.maher@fcc.gov)
Mr. Richard Lerner (rlerner@fcc.gov)
Mr. John Adams (john.adams@fcc.gov); and
Ms. Margaret Dailey (mdailey@fcc.gov)

John J. Lund

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
|---|---|---|---|---|
| **Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6).** | 9.6 - **Network Rearrangements.** If either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs. | Cavalier believes that each party should compensate the other party for out-of-pocket expenses incurred as a result of network rearrangements, such as tandem re-homing. In particular, Cavalier believes that it should be compensated when a Verizon tandem re-homing requires Cavalier to maintain duplicate facilities to two tandems over an extended period of time. | 9.6 - No proposed language. | Cavalier's proposed Section 9.6 would require Verizon to pay for Cavalier's own network rearrangements whenever they relate in some way to changes that Verizon has to make to its own network. (*Albert Panel Direct, page 4, line 20 to page 5, line 3*).<br><br>Cavalier's proposed language would inappropriately shift its costs of interconnection to Verizon. (*Albert Panel Direct, page 5, lines 2-3*).<br><br>Rearrangements such as tandem re-homing clearly benefit all carriers. (*Albert Panel Direct, page 5, line 16 to page 6 line 6*) No state has ever required Verizon to subsidize network rearrangement costs for CLECs. (*Albert Panel Direct, page 7, lines 1-5*). Because of the parties' interconnection architecture, Verizon bears the larger proportion of network rearrangement costs. (*Albert Panel Direct, page 6 line 11-21*).<br><br>Delays associated with rearrangements involving many carriers are caused by each of the participating carriers, not just Verizon. (*Albert Panel Rebuttal, page 2, lines 20-23*). |
| **Issue C3: Should meet-point billing be improved as set forth in Cavalier's** | 1.12(b) - "Carrier Identification Code" or "CIC" is a numeric code assigned by the North American | Cavalier believes that Verizon's meet-point billing procedures need to be revised so that | 1.12(b) - No proposed language.<br><br>1.46 - No proposed language. | Verizon's proposed contract language requires it to provide information to Cavalier consistent |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| Virginia arbitration petition? (§§ 1.12(b), 1.46, 1.48, 1.62(a), 1.87, 5.6.6, 5.6.6.1, 5.6.6.2, and 7.2.2) | Numbering Plan (NANP) Administrator for the provisioning of selected switched services. The numeric code is unique to each entity and is used to route the call to the trunk group designated by the entity to which the code was assigned.

1.46 - "Jurisdiction Information Parameter" or "JIP" is a numeric code included in the Initial Address Message for a call, as specified in American National Standards Institute (ANSI) standard T1.113.3 §3.23A. The procedures for the JIP are specified in ANSI T1.113.4 §2.1.10C. The Address Signal field of the JIP identifies the originating local network for the call.

1.48 - "Local Routing Number" or "LRN" is a 10-digit number in the Service Control Point (SCP) database maintained by the Numbering Portability Administration Center (NPAC), used to identify a switch with ported numbers.

1.62(a) - "Operating Company Number" or "OCN" is a four-place alphanumeric code that uniquely identifies providers of local telecommunications service and is required of all service providers in their submission of utilization and forecast data. | Cavalier receives sufficient information to bill the appropriate originating or transiting party who sent it traffic. | 1.48 - No proposed language.

1.62(a) - No proposed language (Cavalier renumbered Verizon's proposed 1.62(a)).

1.87 - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on Cavalier's network (either as a facilities-based carrier or through Cavalier's purchase of unbundled Network Elements), and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC that subtends the relevant Verizon Tandem to which Cavalier delivers such traffic substantially unchanged. In these cases, neither the originating nor terminating Customer is a Customer of Verizon. "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement.

5.6.1 - Terms and Conditions for Meet Point Billing are addressed in Section 6 only.

5.6.6 - Each Party shall pass Calling Party Number ("CPN") | with guidelines set by the industry's Ordering and Billing Forum ("Industry Guidelines") in accordance with the *Virginia Arbitration Order*. (*Smith Direct, page 2, lines 12-14*).

Cavalier's proposals impose additional requirements for providing billing data on Verizon which the Bureau has previously rejected and which unfairly punish Verizon for deficiencies in information that is generated by the originating carrier. (*Smith page. 2, lines 14-19*).

Verizon does not control the completeness or accuracy of the information it receives from other carriers and that Verizon, in turn, passes to Cavalier for billing. (*Smith Direct, page 3, lines 2-3; lines 18-20*). Thus, Cavalier's proposal to penalize Verizon financially if Cavalier does not receive its desired information makes no sense. (*Smith Direct, page 6, lines 5-8; lines 12-15*).

Cavalier's proposals, if adopted, would effectively gut the Industry Guidelines. (*Smith Direct, page 3, line 1*).
When an originating carrier routes local and access traffic to Verizon over a single trunk, there is nothing that Verizon, as the transit carrier, |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | **1.87** - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on either Party's network or the network of another carrier (competitive local exchange carrier, independent telephone company, commercial mobile radio service (CMRS) carrier, or other local exchange carrier) and is transported through either Party's switch that performs a tandem function to either Party or another carrier that subtends the relevant switch (performing a tandem function), to which such traffic is delivered substantially unchanged. "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement.<br><br>**5.6.1** - Additional Terms and Conditions for Meet Point Billing are addressed in Section 6.<br><br>**5.6.6** - To facilitate accurate billing to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information on each call, including Transit Traffic, carried over the Interconnection Trunks. The Parties agree to use appropriate information in the form of CPN, CIC, LRN, | | information on each call carried over the Interconnection Trunks. Except as set forth in Sections 4.2.7.15(c) and 5.7.6.9 of this Agreement with respect to the determination of V/FX Traffic (as such traffic is defined in Section 4.2.7.15(c)) and billing of applicable charges in connection with such V/FX Traffic, the Parties agree to use CPN information as set forth below.<br><br>**5.6.6.1** - If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), for which CPN is passed. For the remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange | can do to separate the two kinds of traffic. (*Smith Rebuttal, page 2, lines 4-13*).<br><br>It is common for Verizon local traffic to be routed over access trunks. [Smith Rebuttal, page 2] None of the alleged billing deficiencies that Cavalier raised in its testimony prevent Cavalier from properly and accurately billing the originating carrier. (*Smith Rebuttal, page 2, lines 14-17*).<br><br>Since only interexchange carriers are assigned CIC codes, passing CIC information on 100% of calls is not possible. The OBF has addressed the passage of proper information when a CIC code is not available. Verizon passes information in accordance with these industry guidelines. (*Smith Rebuttal, page 4, lines 7-17*).<br><br>The practice of billing based on factors is widely used and widely accepted throughout the industry. (*Smith Rebuttal, page 5, lines 6-15*).<br><br>The evidence on which Cavalier relies to support its contract language does not identify any systematic billing problems – Cavalier offers billing records from one day (chosen by Cavalier), and the majority of the data that |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | OCN, and/or JIP information, as set forth below.<br><br>**5.6.6.1** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on ninety-five percent (95%) or more of the calls that it sends to the other Party, then the receiving Party shall bill the originating carrier the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), for which sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, is passed. For the remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP information, the receiving Party shall bill the other carrier for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic | | Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with CPN information.<br><br>**5.6.6.2** - If the originating Party passes CPN on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without CPN which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic. For any remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.<br>**6.3.9** - Cavalier shall provide | Cavalier analyzes comes from Cavalier's own switch (*Smith Rebuttal, page 5, line 20 to page 6, line 2*).<br><br>Verizon cannot selectively block transit traffic based on the information that is passed to Verizon by an originating carrier, but Verizon can cease routing transit traffic to Cavalier entirely, if Cavalier so chooses. (*Smith Rebuttal, page 7, lines 8-11*).<br><br>It is not possible to fix a problem that affects the entire industry by penalizing Verizon for following standard industry practices. (*Smith Rebuttal, page 7, line 24 to page 8, line 2*). |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP,.<br><br>**5.6.6.2** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the other Party the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic. For any remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, the receiving Party shall bill the other Party the higher of its interstate Switched Exchange | | Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Cavalier end office switch, on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date the usage occurred.<br><br>**7.2.2** - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5. Cavalier shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and any applicable industry guidelines with respect to any exchange of records between the Parties. For such Transit Traffic, Verizon shall also provide billing information sufficient to allow proper billing of such Transit Traffic to the extent the originating carrier provides such information to Verizon and the provision of such billing information is consistent with industry guidelines. | |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, unless the Parties agree that other rates should apply to such traffic. Notwithstanding any other provision of this Agreement, if the receiving Party is not compensated for traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, then the other Party must cease routing such traffic from its switch(es) to the receiving Party upon ten (10) days' written notice to the other Party. If the receiving Party is not compensated for such traffic, and the other Party does not cease routing such traffic upon ten (10) days' written notice from the receiving Party, then the receiving Party may cease receiving or terminating such traffic immediately, without further notice or any liability whatsoever to the other Party. <br><br>**6.3.9** - Cavalier shall provide Verizon via SS7 signaling adequate information to allow Verizon to generate billable call records from its own switch(es), no later than ten (10) business days after the date the usage occurred. | | | |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
|---|---|---|---|---|
| | **7.2.2** - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5. Each Party shall deliver each Transit Traffic call to the other Party with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by the receiving Party and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties. For such Transit Traffic, each Party shall also deliver other necessary information consistent with industry guidelines; such information shall be sufficient to allow proper billing of such Transit Traffic, including but not limited to CPN, CIC, LRN, OCN, and/or JIP information. | | | |
| **Issue C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion of such non-parties?** (§ 7.2.6) | **7.2.6** - Each party shall pay the other party for Transit Service that the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC, properly imposes or levies on the compensated party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. | Cavalier does not believe that either party should be liable for unspecified third-party charges, without limiting the manner in which such charges are accessed and without any reciprocal obligation for each party to pay any properly billed third-party charges. | **7.2.6** - Cavalier shall pay Verizon for Transit Service that Cavalier originates at the rate specified in Exhibit A. In the event Verizon bills Cavalier for charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Verizon will, upon Cavalier's request, work cooperatively with Cavalier to dispute such charges or costs with | This issue involves transit calls that Cavalier originates and then sends to a Verizon tandem, which Verizon sends to a third carrier for termination on behalf of Cavalier. (*Smith Direct, page 11, lines 11-12*). If Verizon is billed by the terminating carrier, it should be able to pass these charges on to the originating carrier, Cavalier – the only party with a direct relationship with the customer and therefore the party that is |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | | | the terminating CLEC, ITC, CMRS carrier or other LEC. In the event the Commission or a court or arbitrator of competent jurisdiction orders Verizon to pay (in whole or in part) charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Cavalier will reimburse Verizon in full for the charges or costs that Verizon is ordered to pay. In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Verizon for the delivery or termination of Cavalier traffic, Cavalier shall reimburse Verizon in full for the actual costs, including reasonable attorneys' fees, Verizon incurred in connection with disputing and/or defending against the charges or costs levied by the CLEC, ITC, CMRS carrier or other LEC.<br><br>7.2.7 - If or when a third party carrier's Central Office subtends a Cavalier Central Office, then Cavalier shall make available to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Cavalier as defined in this Section 7.2 such that Verizon may terminate calls to a | responsible for the charges associated with the customer's calls. (*Smith Direct, page 11, lines 13-17*).<br><br>Verizon is willing to dispute charges from the terminating carrier that Cavalier feels were not "properly imposed," provided that Cavalier indemnifies Verizon for any charges that are determined to be legitimate. This alternative enhances Cavalier's administrative efficiency, but without forcing Verizon to pay charges that are Cavalier's responsibility. (*Smith Direct, page 12, lines 13-17*).<br><br>Verizon also agrees in principle to make the parties' transit obligations reciprocal, but proposes to reflect those reciprocal obligations in a single section rather than in multiple sections, as Cavalier proposes. (*Smith Direct, page 12, lines 19-20; page 13, lines 2-3*). |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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| | | | Central Office of a CLEC, ITC, CMRS carrier, or other LEC that subtends a Cavalier Central Office ("Reciprocal Tandem Transit Service"). Upon Verizon's request, Cavalier shall provide such Reciprocal Tandem Transit Service arrangements under the terms and conditions no less favorable than those provided in this Section 7.2. | |
| **Issue C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties? (§ 7.2.8)** | 7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. Each party shall provide affirmative but reasonably limited assistance to assist the other party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic. Such affirmative but reasonably limited assistance shall consist of timely providing information, timely responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties. Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange | Cavalier believes that each party should help the other party negotiate direct traffic-exchange agreements with third parties, when that other party is involved through issues such as the payment of reciprocal compensation for transited traffic. | 7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic. Upon request, Verizon shall provide to Cavalier names, addresses and phone numbers of points of contact of CLECs, ITCs, CMRS providers and/or other LECs with which Cavalier wishes to establish reciprocal Telephone Exchange Service traffic arrangements in the Commonwealth of Virginia; provided that Verizon has such information in its possession. In the event Cavalier makes commercially reasonable efforts to initiate negotiation of a direct and reciprocal traffic exchange agreement with a CLEC, ITC, CMRS carrier or other LEC and such efforts are not successful, Verizon will, upon Cavalier's | Nothing in the Act requires ILECs to help CLECs negotiate traffic exchange agreements with third-party carriers. (*Smith Direct, page 13, lines 11-13*).

Verizon's proposed language provides that it will not hamper any negotiations between Cavalier and carriers for whom Verizon provides transit services. (*Smith Direct, page 13, lines 13-15*).

Cavalier can invest in resources to analyze the data that Verizon provides through its signaling stream and billing tapes. (*Smith Direct, page 14, lines 10-12*).

Verizon's proposal to provide Cavalier the names, addresses and phone numbers of points of contact of carriers with which Cavalier wishes to establish traffic arrangements in Virginia (provided that Verizon has such information in its possession) provides the |

| DISPUTED ISSUES | CAVALIER PROPOSED CONTRACT LANGUAGE | CAVALIER RATIONALE | VERIZON PROPOSED CONTRACT LANGUAGE | VERIZON RATIONALE |
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|  | of traffic that is subject to the direct and reciprocal traffic exchange agreement that the other party is negotiating or seeking to negotiate. In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum. |  | written request (including, without limitation, a statement detailing such Cavalier efforts), make commercially reasonable efforts to assist Cavalier in scheduling a conference call and/or a meeting between Cavalier and such third party carrier. Notwithstanding any provision here, in no event shall Verizon be required to participate in interconnection negotiations, mediations, arbitrations, hearings, litigation or the like involving Cavalier and a third party carrier, or to take any actions in connection therewith, except as explicitly set forth in this Section 7.2. | "reasonably limited assistance" that Cavalier claims to seek. *(Smith Direct, page 13 lines 20-23, page 14 lines 20-21).* |
| **Issue C6: Should Verizon effect appropriate changes to its E911 traffics and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition? (§§ 7.3.9, 7.3.10)** | 7.3.9 - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements. Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAPs, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements.<br><br>7.3.10 - Cavalier will compensate Verizon for connections to its | Cavalier has long been refused payment for E911-related services because of municipal concerns about "double billing," and Cavalier believes that Verizon should be required to cooperate with Cavalier to notify municipalities of the type of services offered by each carrier, and to make any necessary adjustment of charges needed to reflect functions performed by Cavalier.<br><br>7.3.10 - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A. | 7.3.9 - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements.<br><br>7.3.10 - Cavalier will compensate Verizon for connections to its | Cavalier's anecdotal evidence does not support its position. Lengthy interconnection negotiations can occur for a variety of reasons, the most common of which is the fact that the parties' goals and bargaining tactics differ. Furthermore, Cavalier fails to account for the fact that Cox had the same information that Cavalier was seeking as Verizon. *(Smith Rebuttal, page 8, line 21 to page 9, line 5).]*<br><br>Cavalier proposes that Verizon modify its E911 *retail* tariff, which is not a matter that the Bureau should decide in an arbitration proceeding under Sections 251 and 252 of the Act. *(Green Direct, page 2, lines 2-4).*<br><br>The Virginia SCC has already initiated a proceeding to address how parties should tariff retail charges for E911. *(Green Direct, page 2, lines 8-9).* That proceeding, rather than this arbitration, is the appropriate place for Cavalier's issues to be decided. *(Green Direct, page 2, lines 10-11).*<br><br>Cavalier's E911 rates are not |

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| | 911/E911 pursuant to Exhibit A. However, Verizon shall not charge the PSAPs or any county or municipal coordinators for any 911/E911 functions that Cavalier performs. Until Verizon Tariff No. 211, Section 14. C. is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect. | | | connected to Verizon's E911 rates. Verizon's E911 tariff provides for the recovery of fixed costs Verizon incurs as the administrator of the E911 system. Verizon's fixed E911 costs do not decrease when a competitor also offers E911 service. (*Green Direct, page 5, lines 10-12*). Verizon's E911 costs are not consumer-specific and do not decrease as customers move to Cavalier or any other CLEC. (*Green Direct, page 5, lines 7-10*).<br><br>Cavalier's recovery of its E911 costs from its retail customers is a matter between Cavalier and those retail customers, and does not involve Verizon. (*Green Direct, page 5, lines 5-8*).<br><br>The E 9-1-1 functions that Cavalier performs do not replace the functions for which Verizon charges local governments in Virginia. (*Green Rebuttal, page 3, lines 5-6*).<br><br>Since Verizon does not charge Virginia local governments providing E 9-1-1 service for the costs incurred when Verizon puts customer information into the E 9-1-1 database, when Cavalier wins a customer and takes over this function, there is no basis for the claim that Verizon should reduce its E 9-1-1 charges. (*Green* |

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| | | | | *Rebuttal, page 3, lines 11-17).*<br><br>Since Verizon maintains the E 9-1-1 database for all telephone subscribers in Virginia, when a customer moves from Verizon to Cavalier, Verizon's costs are unchanged. Verizon's E 9-1-1 database still must store that customer's information and make it available to the local government providing E 9-1-1 service to that customer. (*Green Rebuttal, page 3, lines 20-23*). |
| **Issue C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to provide xDSL services on loops over 18,000 feet in length, and do adopt pricing for loop conditioning and loops used by Cavalier to provide xDSL service? (§§ 11.2 and Exhibit A)** | 11.2.3 - "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request.<br><br>11.2.4 - "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. Verizon will specify to Cavalier whether the upstream and | Cavalier believes that appropriate rates, terms, and conditions should govern the provision of loops over which Cavalier provides xDSL and other services. The specific sub-issues are: (i) Cavalier requests that the industry standards be accurately reflected, meaning principally that ANSI T1E1.4 should be used for spectrum management; (ii) Cavalier wants to offer Reach DSL on loops up to 30,000 feet, with no binder limitations that are stricter than or in conflict with ANSI T1E1.4; (iii) Cavalier requests a maintenance interval on xDSL loops equivalent to the interval on UNE DS1 loops; (iv) Cavalier wants Verizon to provision a 4-wire UNE DS1 loop when Cavalier orders it, without Verizon reserving the | 11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Designed Loop pursuant to Section 11.2.12.<br><br>11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital | Verizon proposes xDSL loop qualification language that is consistent with what Verizon offers other CLECs in Virginia, and contains the same tools that the Virginia SCC and the Commission have already approved. (*Albert Panel Direct, page 7, lines 8-10*).<br><br>Cavalier struck all of Verizon's language regarding the DSL loop qualification process, but proposes no alternative language. (*Albert Panel Direct, page 7, lines 10-12*). Cavalier's apparent rejection of the loop qualification process is at odds with numerous Commission rulings. (*Albert Panel Direct, page 8, line 19 to page 9, line 12*). By deleting all of Verizon's loop pre-qualification language, Cavalier cannot even obtain the loops necessary to offer data service to its customers. (*Albert* |

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| | downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, are met.<br><br>**11.2.5** - "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair. Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, are met.<br><br>**11.2.6** - "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, are met.<br><br>**11.2.7** - "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 | option of providing a 2-wire loop; and (v) Cavalier proposes a "customer reversion" to compensate Cavalier if Verizon's loop qualification process denies loop qualification for a customer for Cavalier DSL but qualifies the loop for a Verizon DSL customer. Cavalier also notes that, after several years of disagreement between Cavalier and Verizon over loop conditioning prices, the FCC released prices in the prior Virginia arbitration (DA 03-2738, released August 29, 2003) that may apply on an interim or permanent basis to loop conditioning in Virginia. However, the applicable non-recurring charges have not yet been calculated, and it has not yet been determined whether, when, and how these prices will apply. This last point is also raised in Cavalier's proposed footnote 1 to Exhibit A to the interconnection agreement. Whether or not this particular issue is resolved in this proceeding, Cavalier emphasizes that no position taken by Cavalier in this proceeding should be interpreted by Verizon or the FCC as a concession of any right to seek adoption of the prices determined in CC Dockets Nos. 002-218 and 00-251, under | signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met.<br><br>**11.2.5** "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.<br><br>**11.2.6** "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power | *Panel Direct, page 9, line 23 to page 10 line 1).*<br><br>Cavalier has not, in any event, produced any cost support for different rates. (*Albert Panel Direct, page 10, lines 10-12).*<br><br>Verizon's proposed contract language describes precisely the loops that Cavalier orders from Verizon.<br><br>Verizon and Cavalier obtain access to Verizon's loop qualification database on the same terms, as the Commission has confirmed in the *Virginia § 271 Order.* (*Albert Panel Rebuttal, page 6, lines 11-12).*<br><br>Since each state commission sets rates based on state-specific factors, Cavalier is not entitled to receive the lowest loop conditioning rate in Cavalier's footprint. . (*Albert Panel Rebuttal,* page 7, lines 12-19).<br><br>The Carrier-to-Carrier Guidelines compare Verizon's maintenance performance for wholesale xDSL loops to maintenance intervals for Plain Old Telephone Service ("POTS"), not, as Cavalier contends, to maintenance intervals for DS-1. (*Albert Panel Rebuttal, page 8, lines 12-20).* |

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| | kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications.<br><br>**11.2.8** - "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair intended to meet Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop.<br><br>**11.2.8(a)** - "2-Wire MVL-Compatible Loop" is intended to be used with a low-frequency form of digital subscriber line services (in the 25-80 KHz or a reasonably equivalent frequency range) that does not interfere with the transmission of voice traffic. Verizon will provision 2-Wire MVL-Compatible Loops up to thirty | §§ 20.2 and 20.5 of the new interconnection agreement between Cavalier and Verizon, under any other provisions of the new interconnection agreement between Cavalier and Verizon, or under any other provision of applicable law. | spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.<br><br>**11.2.7** "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the ANSI T1.417-2003 and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.<br><br>**11.2.8** "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric | Verizon proposes contract language in Section 11.2.9 to allow Cavalier to order a 4-wire DS-1 loop and get a 4-wire DS-1 loop.<br><br>Spectral density mask limitations on xDSL services are not set by Verizon, but by Telcordia in order to prevent xDSL services from interfering with other telecommunications services carried over the same loop. The spectral density mask limitations that Verizon uses are in accordance with these industry standards. (*Albert Panel Rebuttal, page 9, lines 10-18*).<br><br>"Reach DSL" and "MVL" use loops of up to 30,000 feet. Verizon has offered such loops to Cavalier in Section 11.2.12(A), but Cavalier has not ordered them. Cavalier has raised this complaint before the Commission before, and the Commission held that Verizon's offering of loops over 18,000 feet was reasonable. (*Albert Panel Rebuttal, page 9, line 23 to page 10, line 3*). |

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| | thousand feet (30,000 feet) in length without restricting the fill rate of such Loops and without otherwise limiting the number of such Loops within a particular binder group in any cables.<br><br>**11.2.9** - "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. Verizon will provision 4-Wire DS1-compatible Loops in the same manner that it provisions such Loops to its retail customers.<br><br>**11.2.12** - For all DSL-compatible loops provided by Verizon to Cavalier, whether in a form described in section 11.2 of this Agreement or in the DSL, ADSL, or RADSL forms available through ordering forms on Verizon's graphical user interface (GUI) or otherwise, Verizon shall respond to trouble tickets or trouble reports, and to Cavalier's requests for dispatch or repair services, within the same time intervals that Verizon responds to trouble tickets or trouble reports, or requests for dispatch or repair services, for DS-1 circuits. | | DSL systems that meet the Class 2 signal power limits and other criteria in ANSI T1.417-2003. This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in ANSI T1.417-2003. The data rate achieved depends on the performance of the Cavalier-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.<br><br>11.2.8(a) "2-Wire Digital Designed Metallic Loop" 18-30 Kft. provides a channel with 2-wire interfaces at each end, which is intended to be used for digital services beyond 18 Kft. Cavalier may deploy any loop technology that meets the Class 1 (or Very-Low-Band Symmetric) Power Spectral Density template in the loop Spectrum Management standard, ANSI T1.417-2001. The average normalized power in any 100 kHz band must not exceed unity and the peak PSD must not exceed that of the Spectrum Management standard template by more than 2.5 dB. The transmit power is limited to 14.0 dBm. This loop may be | |

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| | | | ordered with load coil removal under the terms and conditions for load coil removal under Digital Designed Loops.<br><br>**11.2.9** "DS-1 Loops" provides a digital transmission channel suitable for the transport of 1.544 Mbps digital signals. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-1 Loop includes the electronics necessary to provide the DS-1 transmission rate. A DS-1 Loop will be provided only where the electronics necessary to provide the DS-1 transmission rate are at the requested installation date currently available for the requested DS-1 Loop. Verizon will not install new electronics. If the electronics necessary to provide Clear Channel (B8ZS) signaling are at the requested installation date currently available for a requested DS-1 Loop, upon request by Cavalier, the DS-1 Loop will be furnished with Clear Channel (8ZS) signaling, Verizon will not install new electronics to furnish Clear Channel (B8ZS) singling. Notwithstanding any other provision of this Agreement, Verizon will provide DS-1 Loops consistent with, but only to the extent required by any applicable | |

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| | | | order or decision of the FCC or the Commission.<br><br>**11.2.12** – "Digital Designed Loops" are comprised of designed loops that meet specific Cavalier requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:<br>A)    a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at Cavalier's option;<br>B)    a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at Cavalier's option;<br>C)    a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;<br>D)    a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at Cavalier's option;<br>E)    a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option;<br>F)    a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;<br>G)    a 2W SDSL Loop with bridged tap(s) removed, at | |

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| | | | Cavalier's option; <br><br> H) a 2W IDSL *Loop* of less than 18k ft. with bridged tap(s) removed, at Cavalier's option. Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B. <br><br> **11.2.12.1** - Verizon shall make Digital Designed Loops available to Cavalier at the rates as set forth in Exhibit A. <br><br> **11.2.12.2** - The following ordering procedures shall apply to the Digital Designed Loops: <br><br> A. Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. <br><br> B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, | |

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| | | | on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis. Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided, however, Cavalier shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if Cavalier chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.<br><br>C.    If the Loop is not listed in the mechanized database described in section (B) above, Cavalier must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a | |

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| | | | valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of Cavalier's valid and accurate request will be generally required before a FOC or a query can be issued to Cavalier with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.<br><br>D.      If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cavalier may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, | |

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| | | | including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification.<br><br>E.    If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 1.2.12.2(B) above, Verizon will query the service order back to Cavalier for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query).  If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to Cavalier with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence | |